



County of San Bernardino

F A S

STANDARD CONTRACT

FOURTH AMENDMENT

FOR COUNTY USE ONLY

E	New	Vendor Code			Dept.		Contract Number	
M	<input checked="" type="checkbox"/> Change			SC		A	93-10 A-4	
X	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Real Estate Services Department					RNT	RNT		
County Department Contract Representative					Ph. Ext.		Amount of Contract	
John Yuhas, Property Manager					7-2767			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
AAA	RNT	RNT	200	2905		30N30110		
Commodity Code			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	
Project Name								
VICTORVILLE - County								
Complex - 15505 Civic Dr.								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name

Kabakoff & Company

hereinafter called LANDLORD

Address

18838 Highway 18, Suite 21

Apple Valley, CA 92307

Phone

(760) 242-2911

Birth Date

Federal ID No. or Social Security No.

95-1905226

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the LANDLORD and COUNTY have previously entered into a Lease Agreement, Contract No. 93-10, wherein LANDLORD agreed to lease certain real property to the COUNTY; and,

WHEREAS, the COUNTY desires to exercise its third one-year option to extend the term.

NOW therefore, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 90-10, is amended as follows:

1. EXTEND the term of the lease from March 1, 2000 through February 28, 2001 at the monthly rent of \$20,821.00.

2. ADD the following as a new Paragraph 44, COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, and the attached Exhibits C and D relating thereto.

44. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

a. LANDLORD's Warranty of Adherence to COUNTY's Child Support Compliance Program: LANDLORD acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its

taxpayers. As required by COUNTY's Child Support Compliance Program (County Code section 110.0101 et seq.) and without limiting LANDLORD's duty under this lease to comply with all applicable provisions of law, LANDLORD warrants that it is now in compliance and shall during the term of this lease maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b). LANDLORD hereby certifies that it has submitted to the COUNTY a completed Principal Owner Information Form (Exhibit C), and Child Support Compliance Program Certification (Exhibit D).

b. Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program: Failure of LANDLORD to maintain compliance with the requirements set forth in the preceding subparagraph shall constitute a default by LANDLORD under this lease. Without limiting the rights and remedies available to COUNTY under law or under any other provision of this lease, failure to cure such default within ninety (90) days of notice by the San Bernardino County District Attorney shall be grounds upon which the COUNTY may terminate this lease.

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3. All other provisions and terms of the Lease Agreement, Contract No. 93-10, as previously amended, shall remain the same and are hereby incorporated by reference.

END OF FOURTH AMENDMENT

COUNTY OF SAN BERNARDINO

► _____
Jon D. Mikels, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

_____ Kabakoff & Company
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: 18838 Highway 18, Suite 21
_____ Apple Valley, CA 92307

►

County Counsel

Date _____

►

Date _____

►

Agency Administrator/CAO

Date _____